FOR THE JUNIORS.

RIGHT OF HEIR TO INHERIT FROM ANCESTOR WHOM HE HAS MURDERED.—The courts are not fully agreed upon the question whether an heir apparent who murders his ancestor, or a beneficiary under a will who murders the testator, is entitled to participate in the distribution of the decedent's estate. The better doctrine is that he should be excluded from the inheritance or gift, even though this engrafts an exception upon the statute of descents or of wills. The courts have engrafted exceptions upon statutes in numerous instances, as in case of the statute of parole agreements (part performance, fraud, etc.), statute of limitations (fraud, concealment, etc.), statutory grounds of divorce (connivance), Lord Campbell's act, authorizing recovery of damages for death caused by negligence of defendant (contributory negligence). It is also a maxim of the law that no man shall profit by his own wrong doing.

Thus in *Riggs v. Palmer*, 115 N. Y. 506 (12 Am. St. Rep. 819; 5 L. R. A. 340), one to whom an estate had been given by will, and who had murdered the testator, was held not entitled to take under the will; in *N. Y. Mut. Life Ins. Co. v. Armstrong*, 117 U. S. 591, the beneficiary of a life insurance policy murdered the assured, and was held to have thereby forfeited his rights under the policy; and in *Shellenberger v. Ransom*, 31 Nebraska, 61 (28 Am. St. Rep. 500), a father who had murdered his child was excluded as heir, even to the extent of avoiding the title of an innocent third person to whom he had sold the property subsequent to the death of the child. On the other hand, in *Owens v. Owens*, 100 N. C. 240, a widow who had murdered her husband was held entitled to dower in his real estate. The New York and Nebraska cases cited both expressly dissent from the ruling in this case.

In *Wilkinson v. Merrill*, 87 Va. 513, the court intimates that the creditor claiming the right to subject the debtor's homestead exemption, had murdered the only member of the debtor's family (a grandson) in order to prevent the debtor from occupying the position of householder and head of a family. But after a recital of the evidence and the announcement of this conclusion by the court, the circumstance seems to play no further part in the case; the decision that the debtor was still entitled to his exemption was placed on other grounds.

DEEDS—*Deeds dated and acknowledged on different days—presumption as to date of delivery.* The ancient presumption that a deed is delivered *prima facie* on the day it bears date, is not altered by the fact of its acknowledgment for recordation on a subsequent day. So that where a deed is dated January 1, 1895, and is acknowledged February 1, 1895, the presumption of law, in the absence of proof to the contrary, is that the deed was delivered on January 1, the day of its *date*, and not on February 1, the date of its *acknowledgment*. *Harman v. Oberdorfer*, 33 Gratt. 497, 501-2; *Raines v. Walker*, 77 Va. 92; *Hardy v. Norfolk Mfg. Co.*, 80 Va. 404, 421. To these Virginia authorities may be added: *Ford v. Gregory*, 10 B. Mon. 180; *People v. Snyder*, 41 N. Y. 397, 402;